HON'BLE SHRI G.S.SINGHVI, THE CHIEF JUSTICE
AND
HON'BLE SHRI JUSTICE C.V.NAGARJUNA REDDY

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WRIT PETITION No.10836 of 2006

Between:

M/s. Madhu Nirman and another.

... Petitioners

AND

District Consumer Disputes Redressal Forum,
Ranga Reddy and others.

... Respondents

Counsel for the petitioners : Shri P.Venugopal
for Shri P. Roy Reddy

Counsel for respondent Nos.1&2 : None
Counsel for respondent No.3 : Smt. K.Annapurna Reddy

Dated: 18th September, 2006

: ORDER :

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Per C.V.NAGARJUNA REDDY, J.

Order dated 21.04.2006 of Andhra Pradesh State Consumer Disputes Redressal Commission, Hyderabad, the 2nd respondent herein, affirming order dated 13.04.2006 of the District Consumer Disputes Redressal Forum, Ranga Reddy, the 1st respondent herein, dismissing the application filed by the petitioners herein to return the development agreement dated 22.02.2002 produced by the 3rd respondent before the 1st respondent is challenged in this writ petition.

Respondent No.3 filed a complaint under Section 12 of the Consumer Protection Act, 1986 (for short, 'the Act') for recovery of a sum of Rs.14,03,500/- along with interest under different heads. In the complaint, the 3rd respondent pleaded that he entered into an agreement of sale-cum-GPA dated 22.02.2002 with the petitioners herein pertaining to an extent of 227.5 square yards or 190.19 square meters of land allegedly belonging to him situated in premises bearing No.37-14/5 on plot No.225 in Sy.No.218/1, Defence Colony, Malkajgiri Municipality, Ranga Reddy District; that in terms of the development, he is entitled to 35% of share in the constructed area and pent house, and that the petitioners agreed to provide teak wood door and windows with marble flooring and white wash with lappam in all rooms along with car parking. Respondent No.3 further alleged that the project was to be completed by November 2002 and the petitioners were to pay a sum of Rs.2,500/- per month from January,

2002 till the completion of the project and handing over the property, but the petitioners committed breach of terms of agreement of sale-cum-GPA and development agreement by using inferior quality material etc. In the complaint the 3rd respondent enumerated various deficiencies constituting breach of terms of agreement of sale-cum-GPA and development agreement, but we do not consider it necessary to deal with because the complaint is still pending adjudication before the first respondent.

It is borne out from the record that during the pendency of the complaint filed by the 3rd respondent, the petitioners filed I.A.No.39 of 2006 for return of the development agreement. The same was dismissed by the 1st respondent vide its order dated 13.4.2006. The 1st respondent held that the procedure of returning the documents for payment of insufficient stamp duty as required under Section 35 of Indian Stamp Act does not apply to the Consumer Fora as is applicable to Civil Courts. Revision petition filed by the petitioners against the order of the first respondent was dismissed by the second respondent vide its order dated 21.4.2006.

The petitioners have questioned the orders passed by respondent Nos.1 and 2 by contending that the same are vitiated by an error of law apparent on the face of the record.

While issuing notice on 30.5.2006, the Division Bench stayed the proceedings pending before the 1st respondent. The 3rd respondent filed counter affidavit in W.V.M.P.No.1593 of 2006 for

vacating the interim order. In the counter-affidavit the 3rd respondent apart from referring to the merits of the dispute, sought to support the reasoning of both the lower fora that the proceedings under the Act are summary in nature and that it is open to the petitioners to raise the objections regarding the admissibility of the development agreement during the hearing of the complaint on merits. It is also contended in the counter-affidavit that the objection raised regarding the admissibility of the development agreement is not sustainable as the said agreement satisfies the requirements of Section 35 of the Indian Stamp Act. The 3rd respondent alleged in the counter that the petitioners filed the I.A. for returning the document only with the deliberate intention of protracting the litigation.

Sri P. Venugopal, learned counsel appearing for Sri P.Roy Reddy, counsel for the petitioners contended that the development agreement produced by the 3rd respondent before the 1st respondent is inadmissible in evidence because it does not satisfy the requirements of Section 35 of the Indian Stamp Act and the 1st respondent committed a serious illegality by refusing to return the same.

Per contra, Smt. K. Annapurna Reddy, learned counsel for the 3rd respondent supported the orders of respondent Nos.1 and 2 by contending that the rejection of the petitioners' application by the 1st respondent and its affirmation by the 2nd respondent does not suffer from any illegality warranting interference of this Court under Article 226 of the Constitution of India.

We have considered the respective submissions. The Act was enacted by the Parliament to create special forum for speedy redressal of the grievances made by the consumers. Section 3 of the Act provides that the provisions of the Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Thus, an additional grievance redressal mechanism is provided under the Act with a view to avoid inordinate delays, which normally occur in the Civil Courts. This very object of the Act will be defeated if applications such as the one made by the petitioners before the 1st respondent are entertained, which would necessarily lead to prolongation of the litigation. It is not desirable to allow the proceedings before these specially constituted Fora bogged down by the wrangles created by filing of such applications. The 1st respondent therefore, rightly rejected the I.A. and the 2nd respondent while confirming the said order left it open to the petitioners to raise the same objection at the time of hearing of the main complaint. These orders of respondent Nos. 1 and 2, in our view, are in consonance with one of the objects of the Act viz., to provide speedy and simple redressal to consumer disputes. We do not therefore see any legal infirmity in the orders passed by the respondent Nos.1 and 2 and the writ petition is therefore, liable to be dismissed.

In the result, the writ petition is dismissed. Interim order dated 30.5.2006 is vacated and W.V.M.P.No.13513 of 2006 is dismissed.

As a sequel to dismissal of the writ petition, W.V.M.P.No.1593

of 2006 filed by respondent No.3 is disposed of as infructuous.

C.V.NAGARJUNA REDDY, J.

18th September, 2006.

G.S.SINGHVI, C.J.

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